



## **EXABYTES DIGITAL SEO SERVICE | TERMS AND CONDITIONS**

In addition to EXABYTES DIGITAL's package accepted by YOU, EXABYTES DIGITAL's general terms and conditions and any other terms and conditions of YOUR agreement with EXABYTES DIGITAL, these EXABYTES DIGITAL SEO service terms and conditions shall apply when YOU purchase SEO service as specified in the EXABYTES DIGITAL's package accepted by YOU.

These SEO service terms and conditions refer to words defined in the EXABYTES DIGITAL's package accepted by YOU and EXABYTES DIGITAL's general terms and conditions.

### **1. PROVISION OF SERVICE**

1.1 YOU shall within ten (10) calendar days from EXABYTES DIGITAL's written request make available to EXABYTES DIGITAL any information (including but not limited to administrative account login access and any information as required in any job sheet provided by EXABYTES DIGITAL) and content required (including but not limited to any text, article, photo, graphic, video, content, design, logo, trademark, website image or other artwork) in order to perform the service and authorize EXABYTES DIGITAL's use of the same information or content for the purpose of performing the service. YOU shall not hold EXABYTES DIGITAL liable for failure to execute or deliver service if YOU fail to provide the information or content to EXABYTES DIGITAL's satisfaction in accordance with this clause. YOU guarantee that information and content provided to EXABYTES DIGITAL under this clause are owned by YOU or YOU have obtained permission from the rightful owner to use that information or content. YOU agree to hold EXABYTES DIGITAL harmless, protect and defend EXABYTES DIGITAL from any claim or suit arising from the use of such information or content furnished by YOU.

1.2 For the sole purpose of performing the service, YOU further grant EXABYTES DIGITAL permission or access as follows:

(i) administrative access to YOUR website, YOUR content management system (CMS) account, or YOUR backend management system such as WordPress, Google My Business application, Google search console tool, YOUR website traffic statistical tools for YOUR website and any other of YOUR account as the situation may require; and

(ii) permission to communicate with third party, including (but not limited to) YOUR web designer and YOUR web developer.

1.3 For the avoidance of doubt, any delay or failure in the performance of service attributable to the delay or failure on YOUR part in fulfilling YOUR obligation under clauses 1.1 and 1.2 of these terms and conditions shall not be deemed to be a breach under this agreement.

1.4 YOU agree, represent, and warrant to EXABYTES DIGITAL that, both during and after the term of this agreement, as follows:

(i) YOU shall use the SEO service for YOUR legitimate business purposes only within YOUR entity and by YOUR employees or agents,

(ii) YOU are responsible for the accuracy of keywords, and

(iii) all that information YOU provide to EXABYTES DIGITAL in connection with the SEO service and other forms (such as EXABYTES DIGITAL package accepted by YOU) are true, current, accurate and complete.

1.5 In the event that YOU need to engage EXABYTES DIGITAL for other services beyond the scopes and deliverables listed in the package, these services are subjected to additional fees.

1.6 YOU understand and agree that all the service fees paid are strictly non-refundable.

### **2. SERVICE LEVEL AGREEMENT FOR SEO SERVICE ("SLA")**

2.1 The phrase "keywords guaranteed" in the EXABYTES DIGITAL's package accepted by YOU refers to this SLA.

2.2 Subject to the terms and conditions of this SLA and the agreement, EXABYTES DIGITAL will exercise its best effort to ensure, as the case may be, the following percentage of keywords for each of YOUR website will be ranked on the first page of Google search result (“**Results**”) by the twelfth (12<sup>th</sup>) month from the commencement of the service period:

<b>Package</b>	<b>Results</b>
Standard, Plus and Pro	A total of <b>fifty percent (50%)</b> of the keywords
Unlimited	A total of <b>thirty (30)</b> of the keywords

2.3 The SLA shall only applicable to websites and domains in Malaysia and Singapore.

2.4 Subject to Clause 3.0 and 4.0, SEO services will be extended up to **three (3) months** if the Results are not met. The extension of services is limited to one time only.

### **3.0 EXCLUSIONS**

3.1 The SLA shall not be applicable in the following circumstances:

- (i) if YOUR website is offline due to no fault of EXABYTES DIGITAL, or
- (ii) if YOUR website is modified by any other party other than EXABYTES DIGITAL that adversely affect Google search organic ranking or directory rankings of the YOUR website, as determined by EXABYTES DIGITAL.
- (iii) if YOU fail to act according to our instruction in modifying YOUR website when YOU have not given the necessary and sufficient administrative access under Clause 1.2 (i) to EXABYTES DIGITAL.

3.2 The following industries are not eligible for guaranteed keywords (except SEO *Unlimited* package).

- (i) B2C eCommerce Marketplace
- (ii) Professional Business Services: Accounting, Finance, Law, Business Process Outsourcing (BPO), Enterprise Resource Planning (ERP), HR (Human Resources), Technology & Software.
- (iii) Healthcare Products and Services: Beauty, Cosmetics, Medical and Supplements.
- (iv) Special Industries: News and Media, Travel and Hospitality, and Education and Online Learning.

3.3 You acknowledge that it takes time for the Results to materialise. Hence, the keywords selected upon the commencement of the services are not changeable during the service period. The SLA is not applicable if YOU have requested to change the keywords selected after the commencement of the services.

3.4 EXABYTES DIGITAL may change, discontinue, or add SLA from time to time. Please refer to <https://www.exabytes.sg/legal/exabytes-digital-tnc> for the latest version.

### **4.0 SUSPENSION & TERMINATION**

4.1 Should there be any delay in payment, a surcharge of 10% per annum shall be imposed, and that EXABYTES DIGITAL reserves the right to suspend the services until the outstanding payment, including the surcharge accrued is settled.

4.2 Service termination is available with a minimum **THREE (3) Months’** Notice Period. A **THREE (3) Months’** service fees shall be imposed for any immediate termination.

4.3 The SLA shall be immediately terminated in the following events:

- (i) YOU, YOUR employee, agent, or any other person acting under YOUR instruction overrides EXABYTES DIGITAL’s modification of YOUR website,
- (ii) service of notice of termination by YOU or EXABYTES DIGITAL, or

(iii) if the SEO service is suspended pursuant to terms and conditions as set out in EXABYTES DIGITAL website.

## **5. DISCLAIMER**

5.1 The service provided to YOU is strictly on an “as-is” basis. EXABYTES DIGITAL disclaims any and all express, implied, and statutory warranties applicable to YOUR website or the SEO service, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement, and any warranties arising out of conduct or trade practice.

5.2 EXABYTES DIGITAL has no control over:

a) the policy of search engine with respect to the type of site and/or content that they accept now or in the future. YOUR website may be excluded from any directory or search engine at any time at the sole discretion of the search engine or directory.

b) the algorithms of the search engine which is beyond the control of EXABYTES DIGITAL. The rankings fluctuation and visibility of YOUR website maybe impacted by the changes of the algorithms from time to time.

5.3 EXABYTES DIGITAL shall not be held responsible in any way for or liable for any damage resulting from the loss of data of YOUR website due to any of the following reasons:

(i) Installation of any plugins upon YOUR request to the “content management system” of YOUR website,

(ii) hacking of YOUR website,

(iii) viruses on YOUR website, or

(iv) any form of interruption of services not attributable to the fault of EXABYTES DIGITAL.

5.4 EXABYTES DIGITAL shall not assume any liability for ranking, traffic, or indexing issue relating to “Google Sandbox” penalty including but not limited to search engine hindering the rankings of new website or webpage until that new website or webpage has proven its ability to exist for more than six (6) months.

5.5 EXABYTES DIGITAL shall not assume liability for YOUR choice to link to or obtain a hyperlink from any website without prior consultation with EXABYTES DIGITAL.

## **6. DEFINITIONS**

“Keywords” means the number of phrases stipulated in the package accepted by YOU and shall not be amended throughout the service period.

“Search Engine” means a computer program called Google that searches for and identifies items in a database that correspond to keywords or characters specified by a user, used especially for finding particular sites on the internet.

“SEO” means the search engine optimization service provided by EXABYTES DIGITAL, the supply of which amounting to an attempt to use keywords for the purpose of improving ranking of and/or positioning of each of YOUR website under this service within a search engine.

“Search Engine Optimisation (SEO) fee” means the fee stipulated in the package accepted by YOU and chargeable by EXABYTES DIGITAL for managing SEO service purchased by YOU over the period stated in that package, exclusive of any tax.

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